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Introduction to the Microsoft Services Agreement

The Microsoft Services Agreement is an agreement between you and Microsoft (or one of its affiliates) that governs your use of Microsoft consumer online products and services.

We understand that you may have questions about the Microsoft Services Agreement. We have an FAQ page (https://www.microsoft.com/en-us/servicesagreement/faq) that provides more information, including what Microsoft products and services it covers. Whenever we make changes, we provide a summary of the most notable changes to the current Microsoft Services Agreement. We will also continue to provide a summary of the changes to the previous version, and a link to the previous version, of the Microsoft Services Agreement on the Summary of Changes (https://www.microsoft.com/en-us/servicesagreement/updates) page.

Summary of Arbitration Provisions

The Microsoft Services Agreement contains binding arbitration and class action waiver terms that apply to U.S. residents. You and we agree to submit disputes to a neutral arbitrator and not to sue in court in front of a judge or jury, except in small claims court. Please see Section 15 for details.

ESTIMATED READING TIME: 55 Minutes; 14268 words

Microsoft Services Agreement

IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15. IT AFFECTS HOW DISPUTES ARE RESOLVED.

These terms ("**Terms**") cover the use of those Microsoft consumer products, websites, and services listed at the end of these Terms here (https://www.microsoft.com/servicesagreement#serviceslist) (the "**Services**"). You accept these Terms by creating a Microsoft account, through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

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STANDARD APPLICATION LICENSE TERMS

Covered Services

Your Privacy

1. **Your Privacy.** Your privacy is important to us. Please read the Microsoft Privacy Statement (https://go.microsoft.com/fwlink/?LinkId=521839) (the "**Privacy Statement**") as it describes the types of data we collect from you and your devices ("**Data**"), how we use your Data, and the legal bases we have to process your Data. The Privacy Statement also describes how Microsoft uses your content, which is your communications with others; postings submitted by you to Microsoft via the Services; and the files, photos, documents, audio, digital works, livestreams and videos that you upload, store, broadcast, create, generate, or share through the Services or inputs that you submit in order to generate content ("**Your Content**"). Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to Microsoft's collection, use and disclosure of Your Content and Data as described in the Privacy Statement. In some cases, we will provide separate notice and request your consent as referenced in the Privacy Statement.

Your Content

2. **Your Content.** Many of our Services allow you to create, store or share Your Content or receive material from others. We don't claim ownership of Your Content. Your Content remains yours and you are responsible for it.

a. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, share and display Your Content for the purpose that you made Your Content available on the Services without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content will not violate any law or rights of others. Microsoft cannot be held responsible for Your Content or the material others upload, store or share using the Services.

b. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve Microsoft products and services, you grant to Microsoft a worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising. Controls for how Microsoft personalizes advertising are available at https://choice.live.com (https://go.microsoft.com/fwlink/?LinkId=286759). We do not use what you say in email, chat, video calls or voice mail, or your documents, photos or other personal files, to target advertising to you. Our advertising policies are covered in detail in the Privacy Statement.

Code of Conduct

3. **Code of Conduct.** You are accountable for your conduct and content when using the Services.

a. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:

i. Don't do anything illegal, or try to generate or share content that is illegal.
ii. Don't engage in any activity that exploits, harms, or threatens to harm children.
iii. Don't send spam or engage in phishing, or try to generate or distribute malware. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages, or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, Social Security numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit. Malware includes any activity designed to cause technical harm, such as delivering malicious executables, organizing denial of service attacks or managing command and control servers.
iv. Don't publicly display or use the Services to generate or share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, self-harm, or criminal activity).
v. Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, creating fake accounts, automating inauthentic activity, generating or sharing content that is intentionally deceptive, manipulating the Services to increase play count, or affect rankings, ratings, or comments).
vi. Don't circumvent any restrictions on access to, usage, or availability of the Services (e.g., attempting to "jailbreak" an AI system or impermissible scraping).
vii. Don't engage in activity that is harmful to you, the Services, or others (e.g., transmitting viruses, stalking, trying to generate or sharing content that harasses, bullies or threatens others, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).
viii. Don't violate or infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps, or taking photographs or video/audio recordings of others without their consent for processing of an individual's biometric identifiers/information or any other purpose using any of the Services).
ix. Don't engage in activity that violates the privacy of others.
x. Don't help others break these rules.

More information about our policies, moderation and enforcement processes and service specific terms is available at aka.ms/trustandsafety.

Using the Services & Support

4. **Using the Services & Support.**

a. **Microsoft account.** You'll need a Microsoft account to access many of the Services. Your Microsoft account lets you sign in to products, websites and services provided by Microsoft and some Microsoft partners.

i. **Creating an Account.** You can create a Microsoft account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your Microsoft account. In some cases, a third party, like your Internet service provider, may have assigned a Microsoft account to you. If you received your Microsoft account from a third party, the third party may have additional rights over your account, like the ability to access or delete your Microsoft account. Please review any additional terms the third party provided you, as Microsoft has no responsibility regarding these additional terms. If you create a Microsoft account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your Microsoft account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your Microsoft account.

ii. **Account Use.** You must use your Microsoft account to keep it active. This means you must sign in at least once in a two-year period to keep your Microsoft account, and associated Services, active, unless a longer period is provided in the Microsoft account activity policy at https://go.microsoft.com/fwlink/p/?linkid=2086738 or in an offer for a paid portion of the Services. If you don't sign in during this time, we will assume your Microsoft account is inactive and will close it for you. Please see section 4.a.iv.2 for the consequences of a closed Microsoft account. You must sign into your Outlook.com inbox and your OneDrive (separately) at least once in a one-year period, otherwise we will close your Outlook.com inbox and your OneDrive for you. If we reasonably suspect that your Microsoft account is at risk of being used by a third party fraudulently (for example, as a result of an account compromise), Microsoft may suspend your account until you can reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of Your Content. If you are having trouble accessing your Microsoft account, please visit this website: https://go.microsoft.com/fwlink/?LinkId=238656.

iii. **Kids and Accounts.** By creating a Microsoft account or using the Services, you accept and agree to be bound by these Terms and represent that you have either reached the age of "majority" where you live or your parent or legal guardian agrees to be bound by these Terms on your behalf. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parent or legal guardian for help. If you are the parent or legal guardian of a minor, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the Microsoft account or Services, including purchases, whether the minor's account is now open or created later.

iv. **Closing Your Account.**

1. You can cancel specific Services or close your Microsoft account at any time and for any reason. To close your Microsoft account, please visit https://account.live.com/closeaccount.aspx. When you ask us to close your Microsoft account, you can choose to put it in a suspended state for either 30 or 60 days just in case you change your mind. After that 30- or 60-day period, your Microsoft account will be closed. Please see section 4.a.iv.2 below for an explanation as to what happens when your Microsoft account is closed. Logging back in during the suspension period will reactivate your Microsoft account.

2. If your Microsoft account is closed (whether by you or us), a few things happen. First, your right to use the Microsoft account to access the Services stops immediately. Second, we'll delete Data or Your Content associated with your Microsoft account or will otherwise disassociate it from you and your Microsoft account (unless we are required by law to keep it, return it, or transfer it to you or a third party identified by you). You should have a regular backup plan as Microsoft won't be able to retrieve Your Content or Data once your account is closed. Third, you may lose access to products you've acquired.

b. **Moderation and Enforcement.** Many of our Services that allow you to interact, create, generate, and share content with others leverage safety systems to protect our Services and other users.

i. **Policies.** Our Code of Conduct identifies what's prohibited when using our Services. Specific Services have additional policies and community standards applicable to their users, which are available here (https://aka.ms/trustandsafety).

ii. **Reporting a Concern.** You can report concerning content or conduct that may violate our Code of Conduct here (https://aka.ms/reportconcerns).

iii. **Review.** Where applicable, we may use automated systems and humans to review content to identify suspected spam, viruses, fraud, phishing, malware, jailbreaking, or other illegal or harmful content or conduct.

iv. **Enforcement.** We reserve the right to deny content if it exceeds limits on storage or file size allowed by the Service. We may block, remove or decline to display content if it appears to violate our Code of Conduct or another Service policy or where required by law. If you violate these terms or Service-Specific Terms, we may take action against your account. This could include limiting access to certain features or Services, stopping providing Services, closing your Microsoft account immediately or blocking delivery of a communication (like email, file sharing or instant message) to or from the Services. Closure of your access to a Service or your account may result in forfeiture of content licenses, associated content, memberships, and Microsoft account balances associated with the account. When reviewing alleged violations of these Terms, Microsoft reserves the right to review content to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so. For more information about the moderation and enforcement processes, Service specific terms and appeals, see https://aka.ms/trustandsafety. Information about our policy relating to claims of intellectual property infringement may be found at NOTICES.

c. **Work or School Accounts.** You can sign into certain Microsoft services with a work or school email address. If you do, you agree that the owner of the domain associated with your email address may be notified of the existence of your Microsoft account and its associated subscriptions, control and administer your account, and access and process your Data, including the contents of your communications and files, and that Microsoft may notify the owner of the domain if the account or Data is compromised. You further agree that your use of the Microsoft

services may be subject to the agreements Microsoft has with you or your organization and these Terms may not apply. If you already have a Microsoft account and you use a separate work or school email address to access Services covered under these Terms, you may be prompted to update the email address associated with your Microsoft account in order to continue accessing such Services.

d. **Additional Equipment/Data Plans.** To use many of the Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a headset, camera or microphone. You are responsible for providing all connections, plans, and equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay us for the Services and we will not reimburse you for such fees. Check with your provider(s) to determine if there are any such fees that may apply to you.

e. **Service Notifications.** When there's something we need to tell you about a Service you use, we'll send you Service notifications. If you gave us your email address or phone number in connection with your Microsoft account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and verifying your purchases. We may also send you Service notifications by other means (for example by in-product messages). **Data or messaging rates may apply when receiving notifications via SMS.**

f. **Support.** Customer support for some Services is available at https://support.microsoft.com. Certain Services may offer separate or additional customer support, subject to the terms available at https://microsoft.com/support-service-agreement, unless otherwise specified. Support may not be available for preview or beta versions of features or Services.

g. **Ending your Services.** If your Services are canceled (whether by you or us), first your right to access the Services stops immediately and your license to the software related to the Services ends. Second, we'll delete Data or Your Content associated with your Service or will otherwise disassociate it from you and your Microsoft account (unless we are required by law to keep it, return it, or transfer it to you or a third party identified by you). As a result you may no longer be able to access any of the Services (or Your Content that you've stored on those Services). You should have a regular backup plan. Third, you may lose access to products you've acquired. If you have canceled your Microsoft account and have no other account able to access the Services your Services may be canceled immediately.

Using Third-Party Apps and Services

5. **Using Third-Party Apps and Services.** The Services may allow you to access or acquire products, services, websites, links, content, material, games, skills, integrations, bots or applications from independent third parties (companies or people who aren't Microsoft) (**"Third-Party Apps and Services"**). Many of our Services also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services you are directing them to make Third-Party Apps and Services available to you. The Third-Party Apps and Services may allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. See section 14.b for additional terms for applications acquired through certain Stores owned or operated by Microsoft or its affiliates (including, but not limited to, the Office Store, the Microsoft Store on Xbox and the Microsoft Store on Windows). You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your Microsoft Account to any Third-Party Apps and Services. Any third-party terms do not modify any of these Terms. You are responsible for your dealings with third parties. Microsoft does not license any intellectual property to you as part of any Third-Party Apps and Services and is not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

Service Availability

6. **Service Availability.**

a. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your Microsoft account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region.

b. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Microsoft is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

Updates to the Services or Software, and Changes to These Terms

7. **Updates to the Services or Software, and Changes to These Terms.**

a. We may change these Terms at any time, and we'll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Services, close your Microsoft account and, if you are a parent or guardian, help your minor child close his or her Microsoft account.

b. Sometimes you'll need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Microsoft isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased or licensed the software, apps, content or other products.

c. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods (defined in section 14.j), or applications previously purchased. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

d. So that you can use material protected with digital rights management (DRM), like some music, games, movies, books and more, DRM software may automatically contact an online rights server and download and install DRM updates.

Software License

8. **Software License.** Unless accompanied by a separate Microsoft license agreement (for example, if you are using a Microsoft application that is included with and a part of Windows, then the Microsoft Software License Terms for the Windows Operating System govern such software), any software provided by us to you as part of the Services is subject to these Terms. Applications acquired through certain Stores owned or operated by Microsoft or its affiliates (including, but not limited to the Office Store, Microsoft Store on Windows and Microsoft Store on Xbox) are subject to section 14.b.i below.

a. If you comply with these Terms, we grant you the right to install and use one copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. For certain devices, such software may be pre-installed for your personal, non-commercial use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by Microsoft. Notices, if any, for the third-party code are included for your information only.

b. The software is licensed, not sold, and Microsoft reserves all rights to the software not expressly granted by Microsoft, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you may not:

i. circumvent or bypass any technological protection measures in or relating to the software or Services;
ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
iii. separate components of the software or Services for use on different devices;
iv. publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless Microsoft expressly authorizes you to do so;
v. transfer the software, any software licenses, or any rights to access or use the Services;
vi. use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network;
vii. enable access to the Services or modify any Microsoft-authorized device (e.g., Xbox consoles, Microsoft Surface, etc.) by unauthorized third-party applications.

Payment Terms

9. **Payment Terms.** If you purchase a Service, then these payment terms apply to your purchase and you agree to them.

a. **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. The price for Skype paid products includes a charge for the product and a charge for taxes. You are solely responsible for paying such taxes or other charges. Taxes are calculated based on your location at the time your Microsoft account was registered. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location.

b. **Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. You can access and change your billing information and payment method on the Microsoft account management website (https://go.microsoft.com/fwlink/p/?linkid=618281) and for Skype by signing into your account portal at https://skype.com/go/myaccount. Additionally, you agree to permit Microsoft to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

c. **Billing.** By providing Microsoft with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize Microsoft to charge you for the Services or available content using your payment method; and (iii) authorize Microsoft to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

d. **Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorizing recurring payments, and payments will be made to Microsoft by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by Microsoft. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorizing recurring payments, you are authorizing Microsoft to store your payment instrument and process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (for Automated Clearing House or similar payments), or as charges to your designated account (for credit card or similar payments) (collectively, **"Electronic Payments"**). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.

e. **Online Statement and Errors.** Microsoft will provide you with an online billing statement on the Microsoft account management website (https://go.microsoft.com/fwlink/p/?linkid=618282), where you can view and print your statement. For Skype, you can access your online statement by signing into your account at www.skype.com (https://www.skype.com). This is the only billing statement that we provide. If we make an error on your bill, you must tell us within 90 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If Microsoft has identified a billing error, we will correct that error within 90 days.

f. **Refund Policy.** Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. If you believe that Microsoft has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply. For more refund information, please visit our help topic (https://go.microsoft.com/fwlink/p/?linkid=618283).

g. **Canceling the Services.** You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service. To cancel a Service and request a refund, if you are entitled to one, visit the Microsoft account management website. You can request a refund from Skype using the Cancellation and Refund form (https://go.microsoft.com/fwlink/p/?linkid=618286). You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services. We will process your Data as described above in section 4. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled. If you initiate a chargeback or reversal with your bank for your payment of Services, we will deem you to have canceled as of the date that the original payment was made, and you authorize us to immediately cancel your service and/or revoke any content that was provided to you in exchange for such payment.

h. **Trial-Period Offers.** If you are taking part in any trial-period offer, you may be required to cancel the trial Service(s) within the timeframe communicated to you when you accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period.

i. **Promotional Offers.** From time to time, Microsoft may offer Services for a trial period during which Microsoft will not charge you for the Services. Microsoft reserves the right to charge you for such Services (at the normal rate) if Microsoft determines (in its reasonable discretion) that you are breaching the terms and conditions of the offer.

j. **Price Changes.** We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

k. **Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may reduce the payment to you without notice to adjust for any previous overpayment.

l. **Gift Cards.** Redemption and use of gift cards (other than Skype gift cards) are governed by the Microsoft Gift Card Terms and Conditions (https://support.microsoft.com/help/10562/microsoft-account-gift-card-terms-and-conditions). Information on Skype gift cards is available on Skype's Help page (https://go.microsoft.com/fwlink/?LinkId=615383).

m. **Bank Account Payment Method.** You may register an eligible bank account with your Microsoft account to use it as a payment method. Eligible bank accounts include accounts held at a financial institution capable of receiving direct debit entries (e.g., a United States-based financial institution that supports automated clearing house ("**ACH**") entries, a European financial institution that supports Single Euro Payments Area ("**SEPA**") or "iDEAL" in the Netherlands). Terms you agreed to when adding your bank account as a payment method in your Microsoft account (e.g., the "mandate" in the case of SEPA) also apply. You represent and warrant that your registered bank account is held in your name or you are authorized to register and use this bank account as a payment method. By registering or selecting your bank account as your payment method, you authorize Microsoft (or its agent) to initiate one or more debits for the total amount of your purchase or subscription charge (in accordance with the terms of your subscription service) from your bank account (and, if necessary, initiate one or more credits to your bank account to correct errors, issue a refund or similar purpose), and you authorize the financial institution that holds your bank account to deduct such debits or accept such credits. You understand that this authorization will remain in full force and effect until you remove your bank account information from your Microsoft account. Contact customer support as outlined above in section 4.e as soon as possible if you believe you have been charged in error. Laws applicable in your country may also limit your liability for any fraudulent, erroneous or unauthorized transactions from your bank account. By registering or selecting a bank account as your payment method, you acknowledge that you have read, understand and agree to these Terms.

Contracting Entity, Choice of Law, Jurisdiction

10. **Contracting Entity.** For use of free and paid consumer Skype-branded Services, you're contracting with, and all references to "Microsoft" in these Terms mean, Skype Communications S.à.r.l, 23 – 29 Rives de Clausen, L-2165 Luxembourg. For all other Services, you're contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, U.S.A.

11. **Choice of Law and Place to Resolve Disputes.** If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live (or, if a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, for all disputes arising out of or relating to these Terms or the Services that are not heard in arbitration or small claims court.

Warranties

12. **Warranties. MICROSOFT, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.**

Limitation of Liability

13. **Limitation of Liability. If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to $10.00 if the Services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive.** These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.

Service-Specific Terms

14. **Service-Specific Terms.** The terms before and after section 14 apply generally to all Services. This section contains service-specific terms that are in addition to the general terms. These service-specific terms govern if there are any conflicts with the general terms.

Xbox

a. **Xbox.**

i. **Personal Noncommercial Use.** The Xbox online service, Xbox Game Studios games (including Mojang Games) (https://www.xbox.com/xbox-game-studios), applications, subscriptions (e.g., Xbox Game Pass subscription service offerings), services (e.g., Xbox Cloud Gaming), and content provided by Microsoft (collectively, the "**Xbox Services**") are only for your personal and noncommercial use.

ii. **Xbox Services.** When you sign up to receive Xbox Services, information about your game play, activities and usage of games and Xbox Services will be tracked and shared with applicable third-parties, including game developers, in order for Microsoft to deliver the Xbox Services and for the third-parties to operate non-Microsoft games and services. If you choose to link your Microsoft Xbox Services account with your account on a non-Microsoft service or sign in to your Xbox Services account to access a non-Microsoft Service (for example, a non-Microsoft game publisher of Third-Party Apps and Services), you agree that: (a) Microsoft may share limited account and usage-related information (including without limitation gamertag, gamerscore, game history, usage data and friends list), with that non-Microsoft party as stated in the Microsoft Privacy Statement, and (b) if allowed by your Xbox privacy settings, the non-Microsoft party may also have access to Your Content from in-game communications or other applications that you use when you are signed into your account with that non-Microsoft party. Also, if allowed by your Xbox privacy settings, Microsoft can publish your name, gamertag, gamerpic, motto, avatar, gameclips and games that you've played in communications to people you allow.

iii. **Your Content.** As part of building the Xbox Services community, you grant to Microsoft, its affiliates and sublicensees a free and worldwide right to use, modify, reproduce, distribute, broadcast, share and display Your Content or your name, gamertag, motto, or avatar that you posted for any Xbox Services.

iv. **Game Managers.** Some games may use game managers, ambassadors, or hosts. Game managers and hosts are not authorized Microsoft spokespersons. Their views do not necessarily reflect those of Microsoft.

v. **Kids on Xbox.** If you are a minor using the Xbox Services, your parent or guardian may have control over many aspects of your account and may receive reports about your use of the Xbox Services.

vi. **Game Currency or Virtual Goods.** The Xbox Services may include a virtual, game currency (like gold, coins or points) that may be purchased from or on behalf of Microsoft using actual monetary instruments if you have reached the age of "majority" where you live. The Xbox Services may also include virtual, digital items or goods that may be purchased from or on behalf of Microsoft using actual monetary instruments or using game currency. Game currency and virtual goods may never be redeemed for actual monetary instruments, goods or other items of monetary value from Microsoft or any other party. Other than a limited, personal, revocable, non-transferable, non-sublicensable license to use the game currency and virtual goods in the Xbox Services only, you have no right or title in or to any such game currency or virtual goods appearing or originating in the Xbox Services, or any other attributes associated with use of the Services or stored within the Xbox Services. Microsoft may at any time regulate, control, modify and/or eliminate the game currency and/or virtual goods associated with any one or more Xbox games or apps as it sees fit in its sole discretion.

vii. **Software Updates.** For any device that can connect to Xbox Services, we may automatically check your version of Xbox console software or the Xbox app software and download Xbox console or Xbox app software updates or configuration changes, including those that prevent you from accessing the Xbox Services, using unauthorized Xbox games or Xbox apps, or using unauthorized hardware peripheral devices with an Xbox console.

viii. **Cheating and Tampering Software.** For any device that can connect to Xbox Services, we may automatically check your device for unauthorized hardware or software that enables cheating or tampering in violation of the Code of Conduct or these Terms, and download Xbox app software updates or configuration changes, including those that prevent you from accessing the Xbox Services, or from using unauthorized hardware or software that enables cheating or tampering.

ix. **Additional Subscription Terms and Conditions.** Xbox Services subscriptions are subject to additional terms and conditions set forth in the Xbox Subscriptions Terms & Conditions | Xbox (https://www.xbox.com/en-us/legal/subscription-terms).

x. **Inactive Xbox Service Subscriptions.** Microsoft may turn off your recurring billing and stop recurring charges in select countries if you do not use your Xbox Services subscription for a period of time. Microsoft will provide notice to you before turning off recurring billing. For more information, including the applicable period of inactivity, see Subscription inactivity FAQ | Xbox Support (https://support.xbox.com/en-US/help/subscriptions-billing/manage-subscriptions/xbox-subscription-inactivity-policy).

Store

b. **Store.** "Store" refers to a Service that allows you to browse, download, purchase, and rate and review applications (the term "application" includes games) and other digital content. These Terms cover use of certain Stores owned or operated by Microsoft or its affiliates (including, but not limited to, the Office Store, Microsoft Store on Xbox and Microsoft Store on Windows). **"Office Store"** means a Store for Office products and apps for Office, Microsoft 365, SharePoint, Exchange, Access and Project (2013 versions or later), or any other experience that is branded Office Store. **"Microsoft Store on Windows"** means a Store, owned and operated by Microsoft or its affiliates, for Windows devices such as phone, PC and tablet, or any other experience that is branded Microsoft Store and accessible on Windows devices such as phone, PC, or tablet. **"Microsoft Store on Xbox"** means a Store owned and operated by Microsoft or its affiliates and made available on Xbox consoles, or any other experience that is branded Microsoft Store and made available on an Xbox console.

i. **License Terms.** We will identify the publisher of each application available in the relevant Store. Unless different license terms are provided with the application, the Standard Application License Terms (**"SALT"**) at the end of these Terms are an agreement between you and the application publisher setting forth the license terms that apply to an application you download through any Store owned or operated by Microsoft or its affiliates (excluding the Office Store). For clarity, these Terms cover the use of, and services provided by, Microsoft Services. Section 5 of these Terms also applies to any Third-Party Apps and Services acquired through a Store. Applications downloaded through the Office Store are not governed by the SALT and have separate license terms that apply.

ii. **Updates.** Microsoft will automatically check for and download updates to your applications, even if you're not signed into the relevant Store. You can change your Store or system settings if you prefer not to receive automatic updates to Store applications. However, certain Office Store applications that are entirely or partly hosted online may be updated at any time by the application developer and may not require your permission to update.

iii. **Ratings and Reviews.** If you rate or review an application or other Digital Good in the Store, you may receive email from Microsoft containing content from the publisher of the application or Digital Good. Any such email comes from Microsoft; we do not share your email address with publishers of applications or other Digital Goods you acquire through the Store.

iv. **Safety Warning.** To avoid possible injury, discomfort or eye strain, you should take periodic breaks from use of games or other applications, especially if you feel any pain or fatigue resulting from usage. If you experience discomfort, take a break. Discomfort might include feelings of nausea, motion sickness, dizziness, disorientation, headache, fatigue, eye strain, or dry eyes. Using applications can distract you and obstruct your surroundings. Avoid trip hazards, stairs, low ceilings, fragile or valuable items that could be damaged. A very small percentage of people may experience seizures when exposed to certain visual images like flashing lights or patterns that may appear in applications. Even people with no history of seizures may have an undiagnosed condition that can cause these seizures. Symptoms may include lightheadedness, altered vision, twitching, jerking or shaking of limbs, disorientation, confusion, loss of consciousness, or convulsions. Immediately stop using and consult a doctor if you experience any of these symptoms, or consult a doctor before using the applications if you've ever suffered symptoms linked to seizures. Parents should monitor their children's use of applications for signs of symptoms.

Microsoft Family Features

c. **Microsoft Family Features.** Parents and kids can use Microsoft family features, including Microsoft Family Safety, to build trust based on a shared understanding of what behaviors, websites, apps, games, physical locations, and spending is right in their family. Parents can create a family by going to https://account.microsoft.com/family (or by following the instructions on their Windows device or Xbox console) and inviting kids or other parents to join. There are many features available to family members, so please carefully review the information provided when you agree to create or join a family and when you purchase Digital Goods for family access. By creating or joining a family, you agree to use the family in accordance with its purpose and won't use it in an unauthorized way to unlawfully gain access to another person's information.

Group Messaging

d. **Group Messaging.** Various Microsoft services allow you to send messages to others via voice or SMS ("messages"), and/or allow Microsoft and Microsoft-controlled affiliates to send such messages to you and one or more other users on your behalf. WHEN YOU INSTRUCT MICROSOFT AND MICROSOFT-CONTROLLED AFFILIATES TO SEND SUCH MESSAGES TO YOU OR TO OTHERS, YOU REPRESENT AND WARRANT TO US THAT YOU AND EACH PERSON YOU HAVE INSTRUCTED US TO MESSAGE CONSENT TO RECEIVE SUCH MESSAGES AND ANY OTHER RELATED ADMINISTRATIVE TEXT MESSAGES FROM MICROSOFT AND MICROSOFT-CONTROLLED AFFILIATES. "Administrative text messages" are periodic transactional messages from a particular Microsoft service, including but not limited to a "welcome message" or instructions on how to stop receiving messages. You or group members no longer wishing to receive such messages can opt-out of receiving further messages from Microsoft or Microsoft-controlled affiliates at any time by following the instructions provided. If you no longer wish to receive such messages or participate in the group, you agree that you will opt out through the instructions provided by the applicable program or service. If you have reason to believe that a group member no longer wishes to receive such messages or participate in the group, you agree to remove them from the group. You also represent and warrant to us that you and each person you have instructed us to message understands that each group member is responsible for the costs of any message charges assessed by his or her mobile carrier, including any international message charges that may apply when messages are transmitted from US-based numbers.

Skype, Microsoft Teams, and GroupMe

e. **Skype, Microsoft Teams, and GroupMe.**

i. **Emergency Services.** There are important differences between traditional mobile or fixed line telephone services and Skype, Microsoft Teams, and GroupMe. Microsoft has limited obligations under applicable local or national rules, regulations or law to offer access to emergency services, such as 911 or 112 emergency calling ("Emergency Services"), through Skype, Microsoft Teams, and GroupMe.

ii. Only limited software versions of the Skype to Phone feature of Skype may support calls to Emergency Services in a very limited number of countries, and depending on the platform used. You can find details about availability and how to configure this feature here: https://www.skype.com/go/emergency. If your Skype to Phone emergency call is connected, you will need to provide the details of your physical location to enable the emergency services to respond to you.

iii. **APIs or Broadcasting.** If you want to use Skype in connection with any broadcast, you must comply with the "Broadcast TOS" at https://www.skype.com/go/legal.broadcast. If you want to use any application program interface (**"API"**) exposed or made available by Skype you must comply with the applicable licensing terms, which are available at www.skype.com/go/legal.

iv. **Fair Use Policies.** Fair usage policies may apply to your use of Skype. Please review these policies which are designed to protect against fraud and abuse and may place limits on the type, duration or volume of calls or messages that you are able to make. These policies are incorporated in these Terms by reference. You can find these policies at: https://www.skype.com/en/legal/fair-usage/.

v. **Mapping.** Skype contains features that allow you to submit information to, or plot yourself on a map using, a mapping service. By using those features, you agree to these Terms and the Google Maps terms available at https://www.google.com/intl/en_ALL/help/terms_maps.html.

vi. **Personal/Noncommercial Use.** The use of Skype is for your personal and noncommercial use. You are permitted to use Skype at work for your own business communications.

vii. **Skype Number/Skype To Go.** If Skype provides you with a Skype Number or Skype To Go number, you agree that you do not own the number or have a right to retain that number forever. For more details on Skype Number see https://secure.skype.com/en/skype-number/.

viii. **Skype Manager.** A "Skype Manager Admin Account" is created and managed by you, acting as an individual administrator of a Skype Manager group and not as a business entity. You may link your individual Microsoft account to a Skype Manager group (**"Linked Account"**). You may appoint additional administrators to your Skype Manager group subject to their acceptance of these Terms. If you allocate Skype Numbers to a Linked Account, you are responsible for compliance with any requirements related to the residency or location of your Linked Account users. If you choose to unlink a Linked Account from a Skype Manager group, any allocated subscriptions, Skype Credit or Skype Numbers will not be retrievable and Your Content or material associated with the unlinked account will no longer be accessible by you. You agree to process any personal information of your Linked Account users in accordance with all applicable data protection laws.

ix. **Skype Charges.** Skype paid products are sold to you by Skype Communications S.à.r.l, however the seller-of-record accountable for taxes is Skype Communications US Corporation. Taxes means the amount of taxes, regulatory fees, surcharges or other fees that we are required to collect from you and must pay to any United States (federal, state or local) or foreign government, agency, commission or quasi-governmental body as a result of our provision of Skype paid products to you. These taxes are listed at www.skype.com/go/ustax. All prices for Skype paid products are inclusive of a charge for your product and a charge for taxes, unless otherwise stated. The charges payable for calling phones outside of a subscription consist of a connection fee (charged once per call) and a per-minute rate as set out at www.skype.com/go/allrates. Call charges will be deducted from your Skype Credit balance. Skype may change its calling rates at any time by posting such change at www.skype.com/go/allrates. The new rate will apply to your next call after publication of the new rates. Please check the latest rates before you make your call. Fractional call minutes and fractional cent charges will be rounded up to the next whole unit. Notwithstanding the foregoing, you may be entitled, under applicable law, to a refund, upon request, of any pre-paid subscription balance in the event you switch your Skype Number to another provider.

x. **Skype Credit.** Skype does not guarantee that you will be able to use your Skype Credit balance to purchase all Skype paid products. If you do not use your Skype Credit for a period of 180 days, Skype will place your Skype Credit on inactive status. You can reactivate the Skype Credit by following the reactivation link at https://www.skype.com/go/store.reactivate.credit. You can enable the Auto Recharge feature when you buy Skype Credit by ticking the appropriate box. If enabled, your Skype Credit balance will be recharged with the same amount and by your chosen payment method every time your Skype balance goes below the threshold set by Skype from time to time. If you purchased a subscription with a payment method other than credit card, PayPal or Moneybookers (Skrill), and you have enabled Auto-Recharge, your Skype Credit balance will be recharged with the amount necessary to purchase your next recurring subscription. You can disable Auto-Recharge at any time by accessing and changing your settings in your account portal in Skype. If your Microsoft Account is closed, for any reason, any unused Skype credit associated with your Microsoft account will be lost and cannot be retrieved.

xi. **International Message Fees.** GroupMe currently uses US-based numbers for each group created. Every text message sent to or received from a GroupMe number will count as an international text message sent to or received from the United States. Depending upon your location, Microsoft Teams may be using a phone number that could count as an international text message. Please check with your provider for the associated international rates.

Bing and MSN

f. **Bing and Microsoft Start (including MSN).**

i. **Bing and Microsoft Start Materials.** The articles, text, photos, maps, videos, video players, and third-party material available on Bing and Microsoft Start, including through Microsoft bots, applications and programs, are for your noncommercial, personal use only. Other uses, including downloading, copying, or redistributing these materials, or using these materials or products to build your own products, are permitted only to the extent specifically authorized by Microsoft or rights holders, or allowed by applicable copyright law. Microsoft or other rights holders reserve all rights to the material not expressly granted by Microsoft under the license terms, whether by implication, estoppel, or otherwise.

ii. **Bing Maps.** You may not use Bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia or Japan for governmental use without our separate written approval.

iii. **Bing Places.** When you provide your Data or Your Content to Bing Places, you grant Microsoft a worldwide, royalty-free license to use, reproduce, save, modify, aggregate, promote, transmit, display, and distribute your Data and Your Content (including intellectual property rights in your Data and Your Content), and sub-license any or all of the foregoing rights to third parties.

Cortana

g. **Cortana.**

i. **Personal Noncommercial Use.** Cortana is Microsoft's personal assistant Service. The features, services and content provided by Cortana (collectively **"Cortana Services"**) are only for your personal and noncommercial use.

ii. **Functionality and Content.** Cortana provides a range of features, some of which are personalized. Cortana Services may allow you to access services, information or functionality provided by other Microsoft Services or Third-Party Apps and Services. The service-specific Terms of section 14 also apply to your use of applicable Microsoft Services accessed through Cortana Services. Cortana provides information for your planning purposes only and you should exercise your own independent judgment when reviewing and relying on this information. Microsoft does not guarantee the reliability, availability or timeliness of personalized experiences provided by Cortana. Microsoft is not responsible if a Cortana feature delays or prevents you from receiving, reviewing or sending a communication or notification, or obtaining a service.

iii. **Third-Party Apps and Services.** As part of delivering the Cortana Services, Cortana may suggest and help you interact with Third-Party Apps and Services (third-party skills or connected services). If you choose, Cortana may exchange information with Third-Party Apps and Services, such as your zip code and queries and responses returned by the Third-Party App and Services, to help you obtain requested services. Cortana may enable you to make purchases through Third-Party Apps and Services using the account preferences and settings you have established directly with those Third-Party Apps and Services. You can disconnect your Cortana Service from Third-Party Apps and Services at any time. Your use of Cortana Services to connect with Third-Party Apps and Services is subject to section 5 of these Terms. Publishers of Third-Party Apps and Services may change or discontinue the functionality or features of their Third-Party Apps and Services or integration with Cortana Services. Microsoft is not responsible or liable for manufacturer provided software or firmware.

iv. **Cortana-Enabled Devices.** Cortana-enabled devices are products or devices that are enabled to access Cortana Services, or products or devices that are compatible with Cortana Services. Cortana-enabled devices include third-party devices or products that Microsoft does not own, manufacture, or develop. Microsoft is not responsible or liable for these third-party devices or products.

v. **Software Updates.** We may automatically check your version of Cortana Services software and download software updates or configuration change or require any manufacturers of Cortana enabled devices to keep the Cortana Services software up to date.

Microsoft 365 Apps and Services

h. **Microsoft 365 Apps and Services.**

i. **Use Terms.** Microsoft 365 Family, Microsoft 365 Personal, Microsoft 365 Basic, Sway, OneNote.com and any other Microsoft 365 app or Service or Office-branded Service is for your personal, noncommercial use, unless you have commercial use rights under a separate agreement with Microsoft. Use of apps such as Word, Excel, PowerPoint, Outlook, OneDrive, Access, and Publisher in Microsoft 365 Family, Microsoft 365 Personal, and any other Microsoft 365 app or subscription Service is governed by supplemental license terms located at https://aka.ms/useterms together with these Terms.

ii. **Additional Outlook Terms.** Outlook includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Health Bots

i. **Health Bots.** Health bots, which may include action plans, insights, reminders and other features, are not medical devices and are only intended for fitness and wellness purposes with a program issued by a care provider. They are not designed or intended as substitutes for professional medical advice or for use in the diagnosis, cure, mitigation, prevention, or treatment of disease or other conditions. You assume full responsibility for your use of health bots. Microsoft is not responsible for any decision you make based on information you receive from health bots. You should always consult a doctor with any questions you may have regarding a medical condition, diet, fitness, or wellness program before using health bots. Never disregard professional medical advice or delay in seeking it because of information you accessed on or through the Services. As with any technology, health bots may not work as intended for a variety of reasons including loss of power connectivity.

Digital Goods

j. **Digital Goods.** Through Microsoft Groove, Microsoft Movies & TV, Store, Xbox Services and any other related and future services, Microsoft may enable you to obtain, listen to, view, play or read (as the case may be) music, images, video, text, books, games or other material (**"Digital Goods"**) that you may get in digital form. The Digital Goods are only for your personal, noncommercial entertainment use. You agree not to redistribute, broadcast, publicly perform or publicly display or transfer any copies of the Digital Goods. Digital Goods may be owned by Microsoft or by third parties. In all circumstances, you understand and acknowledge that your rights with respect to Digital Goods are limited by these Terms, copyright law, and the Usage Rules located at https://go.microsoft.com/fwlink/p/?LinkId=723143. You agree that you will not attempt to modify any Digital Goods obtained through any of the Services for any reason whatsoever, including for the purpose of disguising or changing ownership or source of the Digital Goods. Microsoft or the owners of the Digital Goods may, from time to time, remove Digital Goods from the Services without notice.

Microsoft Storage

k. **Microsoft Storage.**

i. **OneDrive Storage Allocation.** If you have more content stored in your OneDrive than is provided to you under the terms of your free or paid subscription service for Microsoft storage and you do not respond to notice from Microsoft to fix your account by removing excess content or moving to a new subscription plan with more storage, we reserve the right to close your account and delete or disable access to Your Content on OneDrive. Read more about Microsoft storage quotas here (https://prod.support.services.microsoft.com/en-gb/office/how-does-microsoft-storage-work-2a261b34-421c-4a47-9901-74ef5bd0c426).

ii. **OneDrive Service Performance.** Depending on factors such as your equipment, internet connection and Microsoft's efforts to maintain the performance and integrity of its service, you may occasionally experience delays in uploading or syncing content on OneDrive.

iii. **Outlook.com Storage Allocation.** If you exceed your Outlook.com mailbox storage quota or your Microsoft storage quota that is provided to you under a free or paid subscription, you will be unable to send or receive messages until you remove excess content or move to a new subscription with sufficient storage. If you fail to remove excess content or obtain sufficient additional storage after receiving notice from Microsoft, we reserve the right to delete or disable access to Your Content. Read more about Microsoft storage quotas here.

Microsoft Rewards

I. **Microsoft Rewards.**

i. **General Information.** Microsoft Rewards (the "**Rewards Program**") is free to join, and it enables you to earn points ("**Points**") for certain activities and for personal use of certain Microsoft products and services. If you have a Microsoft account and are located in a participating Region (defined below), you have been automatically enrolled in the Rewards Program and can begin earning Points immediately. You can cancel your participation in the Rewards Program at any time by following the instructions below.

ii. You can redeem your Points in a variety of ways ("**Redemption Options**"), including for certain products and services listed on the Redemption Page at https://aka.ms/redeemrewards ("**Rewards**"). To be eligible to redeem your Points for any Redemption Option, you must first activate your Rewards Program account ("**Rewards Account**") on the Rewards Dashboard at https://rewards.microsoft.com/ or on certain other Microsoft sites and pages. There is no cost to activate your Rewards Account.

iii. Certain restrictions and limitations apply to earning, redeeming, and other uses of Points in the Rewards Program. For more information see the Rewards section at https://support.microsoft.com ("**FAQ**").

iv. **Requirements.** You need a valid Microsoft account and you must reside in one of the geographic areas listed in the FAQ ("**Regions**") to activate your Rewards Account and to earn, redeem, or otherwise use Points. You may open and use only one Rewards Account, even if you have multiple email addresses. Each household is limited to six Rewards Accounts. The Rewards Program is solely for your personal and noncommercial use. Use of a virtual private network (VPN) or other technology or service that can be used to mask or obfuscate your geographic location may result in cancellation of your Rewards Account and forfeiture of your accrued Points.

v. **Earning Points.** You may be presented with opportunities to earn Points for certain qualifying activities ("**Offers**"), such as Searches, Acquisitions, use of certain Microsoft products and services, and other opportunities from Microsoft. You must have an active Rewards Account to take advantage of such Offers. Eligible Offers may vary by Region and may only be available for a certain time or subject to other limitations. You must comply with all terms and conditions of a particular Offer to earn Points awarded with that Offer. You may be presented with Offers directly on the Rewards Dashboard or when you use certain Microsoft products and services.

vi. For purposes of the Rewards Program, a "**Search**" is the act of an individual user manually entering text for the good faith purpose of obtaining Bing search results for such user's own research purposes and does not include any query entered by a bot, macro, or other automated or fraudulent means of any kind; and an "**Acquisition**" is the process of purchasing goods or downloading and acquiring a license for digital content directly from Microsoft, whether free or paid. Points are not offered for every Acquisition from Microsoft, and certain restrictions may apply.

vii. **Restrictions & Limitations on Points.** Points are awarded by Microsoft to individual Rewards Accounts and cannot be transferred to any other person or entity. Notwithstanding the foregoing, Microsoft may from time to time in its sole discretion permit you (i) to share your Points within your household (limits may apply), (ii) to contribute your Points to support a nonprofit organization listed on the Redemption Page, or (iii) depending on your Region and subject to other terms and conditions, to redeem all or some of your Points for points in certain other rewards or loyalty programs, including programs operated by Microsoft or authorized third parties. Points are and remain at all times the property of Microsoft, and do not constitute your personal property; they have no cash value, and you may not obtain any cash or money in exchange for them. Points are awarded to you on a promotional basis only. You cannot purchase Points. Microsoft may limit the quantity of Points or Rewards that can be earned or redeemed per person, per household, or over a set period (e.g., a day) provided that you are not disadvantaged in breach of good faith; please refer to the FAQ for currently applicable limitations. Unless an Offer or Redemption Option explicitly states otherwise, Points earned in the Program are not valid in, and may not be used in combination with, any other program offered by Microsoft or third parties. **Unredeemed Points associated with your Rewards Account expire if you do not earn or redeem any Points in your Rewards Account for 18 consecutive months.**

viii. **Redemptions** Redemption Options will be made available to you on the Redemption Page and on certain other Microsoft sites and pages. You must earn and have available in your Rewards Account all of the Points required for a Redemption Option before you can redeem your Points for that Redemption Option. There may be a limited number of a particular Reward available, and those Rewards will be delivered on a first-come, first-served basis. You may be required to provide additional information, like your mailing address and a telephone number (other than a VOIP or toll-free number), and you may also be asked to enter a fraud-prevention code or sign additional legal documents to redeem Points for certain Redemption Options. Once you redeem your Points, you cannot cancel or return the Redemption Option for a refund of Points except in the case of defective products or as required by applicable law. If you select a Redemption Option that is out of stock or unavailable for other reasons, we may substitute a Redemption Option of comparable value or refund your points at our sole discretion.

ix. Microsoft may update or discontinue offering specific Redemption Options at any time for any reason. Some Redemption Options may have age or Region eligibility requirements, or other terms or conditions on their redemption or use. Any such requirements or conditions will be included in the relevant redemption offer. You are responsible for all federal, state, and local taxes and any other costs of accepting and using the Redemption Option. Rewards will be emailed to the email address associated with your Microsoft account, so keep your email address up to date. Rewards that are undeliverable will not be reissued and are therefore forfeited. Rewards may not be resold. You may redeem no more than 550,000 Points per calendar year in the Rewards Program.

x. **Cancelling Your Rewards Account.** If you no longer wish to participate in the Rewards Program, follow the instructions on the opt out page (https://account.microsoft.com/rewards/optout?confirm=false) to cancel your Rewards Account. If you cancel your Rewards Account, you will immediately forfeit all of your earned Points and will lose your ability to earn new Points in the future. To begin earning Points again, you must open a new Rewards Account (but Microsoft will not reinstate any previously forfeited Points). **Your Rewards Account may be cancelled (and your Points forfeited) if you do not log in to your Microsoft account for 18 consecutive months.**

xi. **Program Changes or Discontinuation.** Microsoft reserves the right to change, modify, discontinue, or cancel the Rewards Program or

xi. **Program Changes or Discontinuation.** Microsoft reserves the right to change, modify, discontinue, or cancel the Rewards Program or any part thereof at any time, in its sole discretion, and without prior notice. However, if the Rewards Program is cancelled or discontinued, we will make reasonable efforts to notify you by email and on the Rewards Dashboard and to provide you with at least 90 days to redeem your accrued Points, unless we determine that such cancellation must take effect immediately for legal or security reasons.

xii. **Other Terms.** Microsoft reserves the right to immediately cancel your Rewards Account, disqualify you from future participation in the Rewards Program, forfeit all of your earned Points, and cancel or suspend any Redemption Option you have obtained through the Rewards Program if Microsoft believes you have tampered with, abused, or defrauded any aspect of the Rewards Program or breached these terms. Microsoft further reserves the right to cancel or suspend any Redemption Option you have obtained or attempted to obtain through the Rewards Program if Microsoft determines you are ineligible to receive that Redemption Option for legal reasons (such as export laws). While Microsoft makes every effort to ensure accuracy, errors occasionally occur. Microsoft therefore reserves the right to correct such errors at any time, even if it affects current Offers or your pending, earned, or redeemed Points or Rewards. In the event of any inconsistency or discrepancy between these Rewards Program terms or other statements contained in any related materials or advertising, these terms prevail, govern, and control.

Azure

m. **Azure.** Your use of the Azure service is governed by the terms and conditions of the separate agreement under which you obtained the services, as detailed on the Microsoft Azure Legal Information page at https://azure.microsoft.com/en-us/support/legal/.

Microsoft Soundscape

n. **Microsoft Soundscape.** You acknowledge that Microsoft Soundscape (1) is not designed, intended, or made available as a medical device, and (2) is not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment.

Power Platform

o. **Power Platform.** Your use of the Power Platform service is governed by the terms and conditions of the separate agreement under which you obtained the services, as detailed on the Power Platform Legal Information page at Microsoft Power Platform (https://powerplatform.microsoft.com/en-us/business-applications/legal/).

Dynamics 365

p. **Dynamics 365.** Your use of the Dynamics 365 service is governed by the terms and conditions of the separate agreement under which you obtained the services, as detailed on the Dynamics 365 Legal Information page at Microsoft Dynamics 365 (https://dynamics.microsoft.com/business-applications/legal/).

AI Services

q. **AI Services.** "AI services" are services that are labeled or described by Microsoft as including, using, powered by, or being an Artificial Intelligence ("AI") system.

i. **Reverse Engineering.** You may not use the AI services to discover any underlying components of the models, algorithms, and systems. For example, you may not try to determine and remove the weights of models.

ii. **Extracting Data.** Unless explicitly permitted, you may not use web scraping, web harvesting, or web data extraction methods to extract data from the AI services.

iii. **Limits on use of data from the AI Services.** You may not use the AI services, or data from the AI services, to create, train, or improve (directly or indirectly) any other AI service.

iv. **Use of Your Content.** As part of providing the AI services, Microsoft will process and store your inputs to the service as well as output from the service, for purposes of monitoring for and preventing abusive or harmful uses or outputs of the service.

v. **Third party claims.** You are solely responsible for responding to any third-party claims regarding Your use of the AI services in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to content output during Your use of the AI services).

Binding Arbitration and Class Action Waiver

15. **Binding Arbitration and Class Action Waiver If You Live In (or, If a Business, Your Principal Place of Business Is In) the United States.** We hope we never have a dispute, but if we do, you and we agree to try for 60 days, upon receipt of a Notice of Dispute, to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, requests for public injunctions, and any other proceeding or request for relief where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft and Microsoft's affiliates.

a. **Disputes Covered—Everything Except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the Services, the software related to the Services, the Services' or software's price, your Microsoft account, marketing, communications, your purchase transaction, billing, or these Terms, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights**.

b. **Send a Notice of Dispute Before Arbitration.** If you have a dispute that our customer service representatives can't resolve and you wish to pursue arbitration, you must first send an individualized Notice of Dispute to **Microsoft Corporation, ATTN: CELA Arbitration, One Microsoft Way, Redmond, WA 98052-6399, U.S.A., or submit the form electronically.** The Notice of Dispute form is available at https://go.microsoft.com/fwlink/?LinkId=245499. Complete that form in full, with all the information it requires. We'll do the same if we have a dispute with you. This Notice of Dispute is a prerequisite to initiating any arbitration. Any applicable statute of limitations will be tolled from the date of a properly submitted individualized Notice of Dispute through the first date on which an arbitration may properly be filed under this section 15.

c. **Small Claims Court Option.** Instead of sending a Notice of Dispute, either you or we may sue the other party in small claims court seeking only individualized relief, so long as the action meets the small claims court's requirements and remains an individual action seeking individualized relief. The small claims court must be in your county of residence (or, if a business, your principal place of business).

d. **Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Services for personal or household use, or if the value of the dispute is less than $75,000 whether or not you are an individual or how you use the Services, its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. **Section 15 and these Terms govern to the extent they conflict with any applicable AAA rules.** To initiate an arbitration, submit the Demand for Arbitration form available at https://go.microsoft.com/fwlink/?LinkId=245497 to the AAA and mail a copy to us. The form must contain information that is specific to you and your claim. In a dispute involving $25,000 or less, any hearing will be telephonic or by videoconference unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business). The arbitrator may award the same damages to you individually as a court could. **The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim, but not relief that would affect non-parties.**

The arbitrator rules on all issues except that a court has exclusive authority: (i) to decide arbitrability, as well as formation, existence, scope, validity, and enforceability of this arbitration agreement; (ii) to decide whether the parties have complied with the pre-arbitration requirements (including the individualized Notice of Dispute and Demand for Arbitration forms); (iii) to enforce the prohibition on class, representative, private attorney-general, or combined actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with this section 15.

If your Notice of Dispute involves claims similar to those of at least 24 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, you and we agree that these claims will be "Related Cases." Related Cases may only be filed in batches of up to 50 individual arbitrations at a time, and those individual arbitrations will be resolved in the following manner: (i) for the first batch, each side may select up to 25 of these Related Cases to be filed and resolved in individual arbitrations under this section 15; (ii) none of the other Related Cases may be filed or prosecuted in arbitration until the first batch of up to 50 individual arbitrations is resolved; and (iii) if, after that first batch, the parties are unable to informally resolve the remaining Related Cases, a second batch of Related Cases may be filed, where each side may select up to 25 of the Related Cases to be resolved in individual arbitrations under this section 15. This process of batched individual arbitrations will continue until the parties resolve all Related Cases informally or through individual arbitrations. A court has exclusive authority to enforce this paragraph, including whether it applies to a given set of claims, and to enjoin the filing or prosecution of arbitrations that do not comply with this paragraph.

e. **Arbitration Fees and Payments.**

i. **Disputes Involving Less Than $75,000.** We will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses if: (i) the dispute involves less than $75,000; and before initiating arbitration (ii) you complied with all pre-arbitration requirements in this section 15, including, if applicable, the Related Cases paragraph. Otherwise, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses. If, at the conclusion of the arbitration, the arbitrator awards you more than our last written offer made before the arbitrator was appointed, we will: pay you (i) the amount of the award or $1,000 (whichever is more); and; (ii) for any reasonable attorney's fees you incurred; and any reasonable expenses (including expert witness fees and costs) that your attorney accrued in connection with your individual arbitration.

ii. **Disputes Involving $75,000 or More.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

f. **Rejecting Future Arbitration Changes.** You may reject any change we make to section 15 (except address changes) by personally signing and sending us notice within 30 days of the change by U.S. Mail to the address in section 15.b. If you do, the most recent version of section 15 before the change you rejected will apply.

g. **Severability.** If, after exhaustion of all appeals, a court finds any part of this section 15 unenforceable as to any claim or request for a remedy, then the parties agree to arbitrate all claims and remedies subject to arbitration before litigating in court any remaining claims or remedies (such

then the parties agree to arbitrate all claims and remedies subject to arbitration before litigating in court any remaining claims or remedies (such as a request for a public injunction remedy, in which case the arbitrator issues an award on liability and individual relief before a court considers that request). Otherwise, if any other part of section 15 is found to be unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins).

Miscellaneous

16. **Miscellaneous.** This section, and sections 1, 9 (for amounts incurred before the end of these Terms), 10, 11, 12, 13, 15, 18 and those that by their terms apply after the Terms end will survive any termination or cancellation of these Terms. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services. This is the entire agreement between you and Microsoft for your use of the Services. It supersedes any prior agreements between you and Microsoft regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. Section 15.g says what happens if parts of section 15 (arbitration and class action waiver) are found to be unenforceable. Section 15.g prevails over this section if inconsistent with it. Except for section 15 (arbitration and class action waiver) these Terms are solely for your and our benefit; they aren’t for the benefit of any other person, except for Microsoft’s successors and assigns.

17. **Export Laws.** You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit https://www.microsoft.com/exporting.

18. **Reservation of Rights and Feedback.** Except as expressly provided under these Terms, Microsoft does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Microsoft or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Microsoft any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to Microsoft, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Microsoft to license its software, technologies or documentation to any third party because Microsoft includes your Feedback in them.

NOTICES

Notices and procedure for making claims of intellectual property infringement. Microsoft respects the intellectual property rights of third parties. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting Notices of Infringement (https://www.microsoft.com/en-us/legal/intellectualproperty/infringement), which procedures form part of these Terms. **ONLY INQUIRIES RELEVANT TO THIS PROCEDURE WILL RECEIVE A RESPONSE.**

Microsoft uses the processes set out in Title 17, United States Code, Section 512, and, where applicable, Chapter III of Regulation (EU) 2022/2065, to respond to notices of copyright infringement. In appropriate circumstances, Microsoft may also disable or terminate accounts of users of Microsoft services who may be repeat infringers. Furthermore, in appropriate circumstances, Microsoft may suspend processing notices by individuals or entities that frequently submit unfounded notices. A further explanation of the applicable procedures for a given Service, including possible redress for decisions taken by Microsoft as part of these procedures, may be found at Notices of Infringement (https://www.microsoft.com/en-us/legal/intellectualproperty/infringement).

Notices and procedures regarding intellectual property concerns in advertising. Please review our Intellectual Property Guidelines (https://go.microsoft.com/fwlink/?LinkId=243207) regarding intellectual property concerns on our advertising network.

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Tax Notices. Please review our tax notification page (https://aka.ms/taxservice) for U.S. state and local sales/use tax information.

Notice about the H.264/AVC and VC-1 Video Standards. The software may include H.264/AVC and/or VC-1 codec technology that is licensed by MPEG LA, L.L.C. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NONCOMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE H.264/AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NONCOMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE THE MPEG LA WEBSITE (https://www.mpegla.com).

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STANDARD APPLICATION LICENSE TERMS

STANDARD APPLICATION LICENSE TERMS
FOR APPLICATIONS OFFERED IN THE UNITED STATES

MICROSOFT STORE, MICROSOFT STORE ON WINDOWS, AND MICROSOFT STORE ON XBOX

These license terms are an agreement between you and the application publisher. Please read them. They apply to the software applications you download from the Microsoft Store, the Microsoft Store on Windows or the Microsoft Store on Xbox (each of which is referred to in these license terms as the "**Store**"), including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

BY DOWNLOADING OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The application publisher means the entity licensing the application to you, as identified in the Store.

If you comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS; EXPIRATION.** You may install and use the application on Windows devices or Xbox consoles as described in Microsoft's Usage Rules (https://go.microsoft.com/fwlink/p/?LinkId=723143). Microsoft reserves the right to modify Microsoft's Usage Rules (https://go.microsoft.com/fwlink/p/?LinkId=723143) at any time.

2. **INTERNET-BASED SERVICES.**

   a. **Consent for Internet-based or wireless services.** If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system, and application software, and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of services accessed using the application, those terms also apply.

   b. **Misuse of Internet-based services.** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account, or network by any means.

3. **SCOPE OF LICENSE.** The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft disables the ability to use the applications on your devices pursuant to your agreement with Microsoft, any associated license rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

   a. Work around any technical limitations in the application.
   b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation.
   c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.
   d. Publish or otherwise make the application available for others to copy.
   e. Rent, lease, or lend the application.
   f. Transfer the application or this agreement to any third party.

4. **DOCUMENTATION.** If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

5. **TECHNOLOGY AND EXPORT RESTRICTIONS.** The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use. For information on Microsoft branded products, go to the Microsoft exporting website (https://go.microsoft.com/fwlink/?LinkId=868967).

6. **SUPPORT SERVICES.** Contact the application publisher to determine if any support services are available. Microsoft, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) aren't responsible for providing support services for the application.

7. **ENTIRE AGREEMENT.** This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement between you and application publisher for the application.

8. **APPLICABLE LAW.**

   a. **United States and Canada. If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles.**

   b. **Outside the United States and Canada. If you acquired the application in any other country, the laws of that country apply.**

9. **LEGAL EFFECT**. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

10. **DISCLAIMER OF WARRANTY. The application is licensed "as is," "with all faults," and "as available." You bear the entire risk as to its quality, safety, comfort, and performance. Should it prove defective, you assume the entire cost of all necessary servicing or repair. The**

application publisher, on behalf of itself, Microsoft, wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents, and suppliers ("Covered Parties"), gives no express warranties, guarantees, or conditions in relation to the application. You may have additional consumer rights under your local laws that this agreement can't change. To the extent permitted under your local laws, Covered Parties exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement. If your local laws impose a warranty, guarantee or condition even though these terms do not, its duration is limited to 90 days from when you download the application.

11. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. To the extent not prohibited by law, if you have any basis for recovering damages, you can recover from the application publisher only direct damages up to the amount you paid for the application or $1.00, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including lost profits and consequential, special, direct, indirect, or incidental damages, from the application publisher.**

This limitation applies to:

- **Anything related to the application or services made available through the application; and**
- **Claims for breach of contract, warranty, guarantee or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.**

It also applies even if:

- **This remedy doesn’t fully compensate you for any losses; or**
- **The application publisher knew or should have known about the possibility of the damages.**

Covered Services

The following products, apps and services are covered by the Microsoft Services Agreement, but may not be available in your market.

- Account.microsoft.com
- Apps and services included with Microsoft 365 Basic
- Apps and services included with Microsoft 365 consumer subscriptions
- Apps and services included with Microsoft 365 Family
- Apps and services included with Microsoft 365 Personal
- Ask Cortana
- Bing Apps
- Bing Dictionary
- Bing Image and News (iOS)
- Bing Maps
- Bing Pages
- Bing Pros
- Bing Rebates
- Bing Search APIs/SDKs
- Bing Search app
- Bing Translator
- Bing Webmaster
- Bing.com
- Bingplaces.com
- Clipchamp
- Collections
- Cortana skills by Microsoft
- Cortana
- Default Homepage and New Tab Page on Microsoft Edge
- Dev Center App
- Device Health App
- Dictate
- Education.minecraft.net
- Experts for PowerPoint (Preview)
- Face Swap
- Feedback Intake Tool for Azure Maps (aka “Azure Maps Feedback”)
- Forms.microsoft.com
- Forzamotorsport.net
- Groove Music Pass
- Groove
- GroupMe
- Image Creator from Microsoft Designer
- LineBack
- Link to Windows
- Maps App
- Microsoft 365 Business Standard, Microsoft 365 Business Basic and Microsoft 365 Apps*

*Until a commercial domain is established for use of these services, at which time separate Microsoft commercial terms will govern instead.

- Microsoft 365 Consumer
- Microsoft 365 Family
- Microsoft 365 for the web
- Microsoft 365 optional connected experiences
- Microsoft 365 Personal
- Microsoft Academic
- Microsoft account
- Microsoft Add-Ins for Skype
- Microsoft Bots
- Microsoft Collections
- Microsoft Copilot
- Microsoft Defender for individuals
- Microsoft Educator Community
- Microsoft Family
- Microsoft Health
- Microsoft Launcher
- Microsoft Loop
- Microsoft Math Solver
- Microsoft Movies & TV
- Microsoft Pay
- Microsoft Pix
- Microsoft Research Interactive Science

Microsoft Research Interactive Science
Microsoft Research Open Data
Microsoft Rewards
Microsoft Search in Bing
Microsoft Soundscape
Microsoft Start
Microsoft Support and Recovery Assistant for Office 365
Microsoft Sway
Microsoft Teams
Microsoft Translator
Microsoft Wallpaper
MileIQ
Minecraft games
Minecraft Realms Plus and Minecraft Realms
Mixer
MSN Dial Up
MSN Explorer
MSN Food & Drink
MSN Health & Fitness
MSN Money
MSN News
MSN Premium
MSN Sports
MSN Travel
MSN Weather
MSN.com
Next Lock Screen
Office Store
OneDrive.com
OneDrive
OneNote.com
Outlook.com
Paint 3D
Phone Link
Presentation Translator
rise4fun
Seeing AI
Send
Skype in the Classroom
Skype Manager
Skype.com
Skype
Smart Search
SMS Organizer App
Snip Insights
Spreadsheet Keyboard
Store
Sway.com
The free version of Microsoft 365
to-do.microsoft.com
Translator for Microsoft Edge
Translator Live
Universal Human Relevance System (UHRS)
UrWeather
ux.microsoft.com
Video Breakdown
Visio Online
Web Translator
whiteboard.office.com
Windows games, apps and websites published by Microsoft
Windows Movie Maker
Windows Photo Gallery
Windows Store
Windows Live Mail
Windows Live Writer
Word Flow
Xbox Cloud Gaming

Xbox Cloud Gaming
Xbox Game Pass
Xbox Game Studios games, apps and websites
Xbox Live Gold
Xbox Live
Xbox Music
Xbox Store